

SPONSOR LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this **18th** day of **May, 2022**, by and between **Incite Design Studio**, a Missouri limited liability company, doing business as **Incite Design Studio** (“Sponsor”); and the Platte County R-3 School District (“District”).

WHEREAS, the District has the right to control all advertising displayed within, on and around District property (including all advertising displayed in athletic venues and scoreboards); and

WHEREAS, the District has the exclusive right to grant licenses to display advertisements on District property; and

WHEREAS, Sponsor desires to purchase from the District the non-exclusive right to display certain advertising within the District’s athletic facilities and/or other District property for the purpose of promoting Sponsor’s products and/or services,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference as substantive provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration the parties hereby agree as follows:

1. Grant of Advertising and Promotional Rights. Subject to the terms and conditions of this Agreement, the District hereby grants a license to Sponsor, and Sponsor hereby accepts from the District, non-exclusive rights to post static and/or digital advertisements on District property, at the following locations as described below:

***Founding Partner on new Platte County High School Football Stadium video scoreboard as described in attached document**

2. Term. The term of this Agreement shall be for a period of **four (4)** school years, beginning with the **2022-2023 (July of 2022)** school year and continuing through the conclusion of the **2025-2026 (June 2026)** school year. Following the initial Term, the parties may extend the term of this Agreement by mutual written agreement for an additional **four (4)** years (**July 2026 to June 2030**). If Sponsor desires to extend the term, Sponsor shall notify the District in writing no later than **April 15, 2026**. This Agreement may be terminated by the District by giving thirty days written notice to the other party, provided that if the District exercises this termination right it shall refund to Sponsor a *pro rata* portion of the annual fee for the then-current school year based on the number of scheduled school days remaining compared to the number of total scheduled days for the school year. No refund will be provided if termination of this agreement is due to the sponsor violating the terms of this agreement, the Platte County R-3 School District Board of Education policies, or the laws of the State of Missouri.

3. Fees. In consideration of the rights granted to Sponsor under this Agreement, Sponsor agrees to pay to the District a fee in the sum of **\$7,500** per school year, for a total of **\$30,000** for the entire term of the **initial four (4) years**. If the Sponsor chooses to accept the 4-year term extension after the first 4 years, the Sponsor shall pay **\$2,812.50 per school year for years 5-8**, for a total of an additional **\$11,250**. Payments shall be in advance, with the initial fee due within 30 days of either the commencement of the term or the execution of this agreement, whichever comes later. Payment of all subsequent annual fees will be due by September 1. Sponsor is responsible for payment of all taxes and other charges of any nature which may be levied, assessed or otherwise imposed in connection with the Rights granted under this Agreement or the Fees charged to and payable by Sponsor under this Agreement by any federal, state or local government authority, though the parties expect none.

4. Displayed Material.

- a. Design. Sponsor shall be responsible, at its sole cost and expense, for the design and preparation of all Advertising/Displayed Materials to be displayed on District property. The District can assist with sign procurement if desired. The design will comply with all requirements set forth in District Policy KI, "Public Solicitations/Advertising in District Facilities."
- b. Prior Approval. Sponsor shall furnish District with an exact copy of the Advertisements, either electronically or scaled to a smaller size, for the District's review and approval. The District, through the Superintendent or his designee, shall review and approve in writing any Advertisement before it is displayed. All such decisions regarding approval are final and not subject to challenge.
- c. Installation and Removal of the Advertisement. The District shall arrange for the initial installation of the Advertisements in or on the District property. Sponsor shall provide all final designs and materials on a timely basis, and in accordance with deadlines established by the District.
- d. Maintenance. The District shall be responsible for installation and routine maintenance of the Advertisements to ensure good order and condition. Should any significant repairs become necessary, the District will notify the Sponsor in writing. The Sponsor shall then provide a written response indicating that the Sponsor will either pay for the repairs identified by the District or will consent to the removal of the Advertisement.
- e. Display. The Advertisements will not be intentionally removed, covered or obstructed at any time except when necessary due to the erection of facilities or equipment required for the conduct of an event.

- f. Changes. It is intended that the Advertisements will remain in place, unchanged for the duration of the term. However, for good cause shown, Sponsor may request changes to the Advertisements, following the same procedures set forth above for submission and approval, except that Sponsor shall be solely responsible for any and all costs associated with any such change and will promptly reimburse the District for any expenses it incurs in connection with such a change.

5. Intellectual Property Rights. All intellectual property, including trademarks and copyrights, in the Advertisements shall remain the sole and exclusive property of the Sponsor throughout the term of this Agreement, the Sponsor grants the District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on the Advertisements or on any other items or materials consistent with the terms and purposes of this Agreement. The District's intellectual property, including any such property that is displayed on the Advertisements with the District's permission, shall remain the sole and exclusive property of the District. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos or other proprietary symbols of the other party without that party's prior written consent. Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Agreement in conjunction with any District property shall be subject to the prior written approval of the District and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement.

6. Compliance with District Policies. This agreement, and all terms hereof, are specifically contingent upon compliance with all Policies duly adopted by the District's Board of Education, including but not limited to District Policy KI, "Public Solicitations/Advertising in District Facilities." In the event of any conflict between this Agreement and a District Policy, the District Policy will prevail. Any portion of this Agreement found to be in irreconcilable conflict with any District Policy shall be deemed null and void.

7. Sponsor's Default. The following events shall be deemed to be events of default by Sponsor under this Agreement and the District shall have remedies as set forth herein:

- a. Sponsor fails to pay when due any sum of money becoming due to be paid to the District, and such failure shall continue for a period of ten (10) days from receipt of notice of non-payment; or
- b. Sponsor fails to comply with any material term, provision or covenant of this Agreement.

8. Remedies. Upon the occurrence of any events of Sponsor's Default, the District shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a. Terminate this Agreement in which event the District shall be entitled to remove the advertising material. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Sponsor, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.
- b. By setting forth certain specific rights and remedies of the District upon the happening of any of the events set forth in this Section, the District does not waive its right to pursue any other right or remedy to which it may be entitled at law or in equity, including but not limited to (1) an action to recover any amount due it by Sponsor or (2) an action for injunctive relief.

9. District's Default and Sponsor's Remedies. In the event of any failure by the District to perform any term, condition, covenant or obligation of this Lease, within fifteen (15) days after written notice from Sponsor of such failure, the Agreement may be terminated. Notwithstanding any provision herein to the contrary, if District shall exercise in good faith diligent efforts within such fifteen (15) day period to cure such failure specified in said notice but shall not be able to timely cure such failure due to conditions beyond District's control, such failure shall not be considered a default by District so long as the District shall continue to exercise in good faith such diligent efforts and shall do so within a reasonable period of time.

10. Assignment and Subletting. Sponsor shall not assign or sublease the rights conferred herein or any part thereof or grant any concessions or licenses without the prior express written consent of the District. Any assignment or subletting of the rights conferred herein in violation of this provision shall be null and void.

11. Liability and Indemnification. This Agreement is made upon the express condition that the District is to be free from all liability and claim for damages by reason of any injury to Sponsor or Sponsor's agents, employees, customers, persons delivering merchandise and any and all other persons, or damage to property of any kind whatsoever and to whomsoever belonging, including goods, wares and merchandise of Sponsor or third persons, from any cause or causes whatsoever in any way connected with or arising out of this Lease, Sponsor's business and/or Sponsor's use of the Leased Premises at any time. Sponsor covenants and agrees to forever indemnify, hold harmless, save and defend the District, its representatives, agents, employees, principals, successors and assigns from all liability, loss, cost, and obligations on account of or arising out of any such injury or damage however occurring.

12. Entire Agreement. This agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all oral and written agreements and understandings relating thereto. No representation, promise, inducement or statement of intention has been made by either party which is not

set forth in this Lease, and nether shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. No waiver, alteration, modification, or cancellation of any of the provisions of this Lease shall be binding unless made in writing and signed by the parties.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

14. Sovereign Immunity. Nothing in this Agreement shall constitute any waiver of the District's sovereign immunity pursuant to Missouri law, including but not limited to Section 537.600, et seq., of the Missouri Revised Statutes.

15. Open Record. The parties recognize that this Agreement is a public document under the Missouri Open Meetings Act, Missouri Revised Statutes Sections 610.010 et seq.

16. Authority of Signatories. The signatories below represent that they are duly authorized to execute and enter into this Agreement on behalf of the respective parties hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LATEST DATE SET FORTH BELOW.

SPONSOR

PLATTE COUNTY R-III SCHOOL DISTRICT

BY: 

BY: _____
President, Board of Education

Printed name: Brian Foxworthy

ATTEST: _____
Secretary, Board of Education

Dated: July 12, 2022

Dated: _____